

**Scott Terry**  
Staff Manager – Negotiations

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OCT 17 2012

PUBLIC SERVICE  
COMMISSION

--Via Federal Express --

October 16, 2012

Mr. Jeff R. Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40601

Re: Amendment to Interconnection Agreement between SE Acquisitions, LLC d/b/a  
SouthEast Telephone and Windstream Kentucky East, LLC

Dear Mr. Derouen,

Please find enclosed one original and one copy of an executed amendment to the interconnection agreement between Windstream Kentucky East, LLC and SE Acquisitions, LLC d/b/a SouthEast Telephone for filing with the Kentucky Public Service Commission. Also enclosed is a pdf version of the amendment on CD.

If you would please ensure filing with the Kentucky Public Service Commission and provide the PSC date stamped copy of this cover letter back in the enclosed envelope at your convenience as well as the subsequent commission approval back to me via email (scott.a.terry@windstream.com) and/or to my address, including mailstop in the address block above.

If you have any questions regarding this filing, please don't hesitate to give me a call at 501-748-5397. Thank you in advance for your assistance.

Sincerely,

  
Scott Terry

Enclosures

**AMENDMENT NO. 5**  
**to the**  
**INTERCONNECTION AGREEMENT**

**between**  
**Windstream Kentucky, East, LLC**  
**and**  
**SE Acquisitions, LLC d/b/a SouthEast Telephone**  
**f/k/a SouthEast Telephone, Inc.**

This Amendment No. 5 ( "Amendment") is made this 27th day of August, 2012 ("Amendment Effective Date"), by and between Windstream Kentucky, East, LLC ("Windstream"), with its principal place of business at 4001 Rodney Parham Rd., Little Rock, Arkansas 72212 and SE Acquisitions, LLC d/b/a SouthEast Telephone, f/k/a SouthEast Telephone, Inc. ("SouthEast") (Windstream and SouthEast may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

This Amendment covers services in the Commonwealth of Kentucky.

**WITNESSETH:**

**WHEREAS**, SouthEast and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, that was approved by the Kentucky Public Service Commission in PSC Reference No. 00903 (the "Agreement"); and

**WHEREAS**, SouthEast and Windstream amended the Interconnection Agreement effective July 9, 2008; and

**WHEREAS**, SouthEast and Windstream amended the Interconnection Agreement effective August 23, 2010; and

**WHEREAS**, SouthEast and Windstream amended the Interconnection Agreement effective February 21, 2011; and

**WHEREAS**, SouthEast and Windstream amended the Interconnection Agreement effective September 9, 2011; and

**WHEREAS**, the amended Agreement is set to expire by its own terms on October 31, 2012; and

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.0     Section 4.1 of the General Terms and Conditions is replaced in its entirety with the following:**

- 4.1            The Parties agree to the provisions of this Agreement for a term of seventy-eight (78) months (“the Term”) from the Effective Date of this Agreement. This Agreement will terminate on October 31, 2013 (“the Termination Date”).

**2.0     Miscellaneous Provisions are amended as follows:**

- 2.1     Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2     Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.3     Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 2.4     Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**Windstream Kentucky East, LLC**

**SE Acquisitions, LLC d/b/a SouthEast Telephone**

Date: 10-15-2012

Date: 9-28-12

By: 

By: 

Printed: John P. Fletcher

Printed: Brian Garrison

Title: General Counsel

Title: Vice President Strategic Planning & Marketing